

MINUTES OF THE SPECIAL JOINT CITY COUNCIL  
AND BOARD OF EDUCATION MEETING  
TUESDAY- -JANUARY 5, 2010- -7:00 P.M.

Mayor Johnson convened the Joint Meeting at 7:10 p.m.

ROLL CALL - Present: Councilmembers deHaan, Gilmore, Matarrese, L. Tam and Mayor Johnson; and School Board Members Jensen, McMahon, Spencer, N. Tam and President Mooney - 10.

Absent: None.

AGENDA ITEM

(10-001CC/BOE) Joint Executive Presentation on Alameda Point Development Initiative Process, Contents of Initiative, Chronology of Process, Executive Summary, and Questions and Answers.

The Interim City Manager, Planning Services Manager, Redevelopment Manager, Public Works Director, and School Superintendent gave a Power Point presentation.

Councilmember L. Tam stated the goal of the election report is to inform the electorate; inconsistencies should be explained to prevent voter confusion; the City and the developer have to negotiate the cost of public benefits in the Disposition and Development Agreement (DDA); the Interim City Manager has indicated public benefits would total \$371 million; the initiative includes a \$200 million cap; requested that the developer explain the difference in cost.

Pat Keliher, SunCal Alameda Point Project Manager, stated a business plan was submitted to the City in December 2008; all the things discussed tonight are consistent with said plan; SunCal does not agree with the analysis; the analysis should have referred back to the business plan in order to truly understand costs; the City's report assumes \$48 million for on site roads that are included in the master infrastructure costs in the business plan and are not part of the public benefits; \$103 million in transit improvement soft costs are in separate sections in the business plan and are not included in the public benefits; the challenge is the analysis was done by people not privy to those documents [business plan]; the analysis cannot be done in a vacuum.

Councilmember L. Tam inquired whether the expectation is that the \$200 million cap identified as the hard cost will cover all public benefits infrastructure identified in the initiative, such as the library, roads and sports facilities.

Mr. Keliher responded in the affirmative; stated SunCal wrote a letter saying that they would be willing to lift the cap; SunCal wants to build the benefits; SunCal believes costs will be less than \$200 million and estimates the cost to be around \$170 million; the

discrepancy is tremendous; the City included \$4 million for the Sea Plane Lagoon bulkhead, which is a completely separate budget item.

Councilmember L. Tam stated page 16 of the election report has the definition of the City's fiscal neutrality policy; the policy explicitly calls for the use of Tax Increment (TI) funding in the redevelopment area in order to ensure that the new development pays for itself; November 2009 City correspondence confirms fiscal neutrality; there is confusion over the 2% tax cap, which covers the hospital and school taxes; requested that the developer clarify why the cap is in the initiative and its effects on the City's operating budget.

Mr. Keliher stated the shortfall that the project has to pick up is about 0.13%; assuming Alameda's ad valorem is 1.1%, 1.23% would ensure all of the fiscal impacts on the City would be taken care of; the cap was put at 2% because the project is underwritten at 1.8%, which is consistent with the business plan; the model only assesses residential, not commercial; SunCal feels that the market will not accept anything above 2%; the fiscal impact analysis done by the City indicated that above 2% is not needed.

In response to Councilmember L. Tam's inquiry about the Bayport community facilities district, the Public Works Director stated the [Bayport] Maintenance Assessment District covers public infrastructure and includes costs for emergency services.

Councilmember L. Tam inquired whether emergency service costs are for the Fire Department, to which the Public Works Director responded costs are for Police or Fire.

Councilmember L. Tam stated ballot arguments reference a \$500 million shortfall; inquired how the amount was derived.

The Interim City Manager responded staff couldn't answer questions on ballot argument material.

Councilmember Gilmore stated public benefits are supposed to be \$371 million; adding the \$52 million in net exactions and subtracting the \$200 million cap leaves a \$223 million shortfall if her math is correct.

The Interim City Manager stated Councilmember Gilmore's math is correct as it relates to the shortfall on capital.

Councilmember L. Tam inquired whether \$103 million in soft costs is included.

The Interim City Manager responded the amounts shown on the presentation slides are what staff believes to be the present value project costs; stated that she is not clear whether Mr. Keliher is referring to the joint pro forma or another document which is in negotiation; the City's view is the costs are \$371 million.

The Public Works Director stated staff relied on the language in the ballot measure; Exhibit

4 in Exhibit F of the initiative lists very general public benefits, including on site and off site traffic and transit improvements; SunCal is stating that streets within the development itself should not be included; however, the language does not conclude that [streets within the development are excluded]; subdivision streets, as well as soft costs, are included based on the language in the initiative.

Councilmember L. Tam stated the election report refers to the development of a Transportation Demand Management (TDM) plan; inquired how the TDM plan that SunCal developed was incorporated in the City's analysis and model.

The Public Works Director responded staff used what is in the initiative, which does not include a specific TDM program; stated staff worked with consultants to develop a TDM program that makes sense for the type of mixed use development proposed; staff could have done modeling if the initiative spelled out the TDM program; staff is concerned that the caps may not have sufficient funds for public benefits and on going maintenance of public infrastructure.

In response to Mayor Johnson's inquiry regarding SunCal's estimate of the TDM program, the Public Works Director stated there is nothing in the initiative.

Mayor Johnson stated TDM program costs could create a large discrepancy between the City and SunCal.

The Interim City Manager stated soft costs are not a made up delta; soft costs include architecture, engineering, contingency and other costs that are not hardscape; capital projects include all costs, not just hardscape.

Mayor Johnson stated the public would expect an extensive TDM program, which would be very costly; a lot of resources would have to be dedicated to a TDM program to make it work.

The Public Works Director stated the initiative lists bus rapid transit that would travel to BART; staff came up with a per mile cost; identifying costs for cue jump lanes is difficult without knowing the location of lanes.

The Interim City Manager stated nearly a dozen other cities were surveyed to check calculations; the City used a methodology that made sense and was not made up.

Mayor Johnson inquired whether the 2% cap would limit existing parcel taxes or prevent new parcel taxes.

The Interim City Manager stated the 2% cap does not indicate what portion would fund the infrastructure or operational shortfall; the 2% cap includes existing taxes for the hospital, school and sewer that total under 0.2%; whether a future parcel tax would go above the 2% depends on the development phase.

Board Member Jensen inquired whether a future tax passed could not be assessed if the assessment reaches 2% at a later development phase.

Board Member Mooney inquired whether the cap would not apply to the School District because the School District is not named in the initiative.

The Interim City Manager responded the initiative is silent on the issue; stated concluding that the School District is excluded is not known; a tax approved by voters after the homes are sold could go above the cap.

Board Member McMahon inquired whether the initiative would supercede the 2000 land transfer Agreement between the City and School District; and whether charter schools are included in the School District's enrollment to qualify for State matching funds; stated charter schools are public facilities; adding together the numbers [of School District and charter school students] may have increasing enrollment; inquired what impact school opening times have on traffic models; questioned whether changing the school opening time could help mitigate traffic; further questioned the impact of staggering school start times on the City's gateways.

The Public Works Director stated staff could review whether the idea could be modeled.

Board Member McMahon stated his questions could all be answered at a later date.

The School District Chief Financial Officer stated only students in the District could be claimed for State matching funds.

Board Member McMahon stated the District has 10,000 students, including 800 students attending charter schools; inquired whether the State match applies to Alameda residents attending charter schools, to which the School District Chief Financial Officer responded in the affirmative.

The Public Works Director stated changing school start times would not change gateway impacts because trips are internal.

Board Member McMahon and Councilmember Matarrese provided examples of traffic increasing when school is in session and decreasing when on break.

Vice Mayor deHaan inquired whether the \$65 million needed for schools is included in the City's shortfall estimates, to which the Interim City Manager responded the \$371 million does not include schools.

Vice Mayor deHaan stated the City has a 25% inclusionary housing requirement; the initiative limits the amount to 15%; inquired whether the difference is included in calculations.

The Interim City Manager responded the amount is not included; stated that she does not have an estimate for said amount.

Vice Mayor deHaan stated his estimate is at least \$60 million [for additional require inclusionary housing]; inquired whether escalation is included, to which the Interim City Manager stated the amount is based on present value.

Vice Mayor deHaan stated that he would add \$160 million more [for escalation].

Councilmember Matarrese stated the \$500 million mentioned in the ballot argument is based on three source documents; the first document is from the January 2009 Alameda Reuse and Redevelopment Authority (ARRA) meeting; the Board was presented with a figure of \$185 million in tax increment; \$185 million is in jeopardy due to State takings; in a March 16, 2009 letter, the Navy assigned \$108 million as the [land purchase] price; an October 30, 2009 Off Agenda Report addressed staff estimates and the \$200 million cap; the estimates ran \$100 to \$175 million [above the cap]; adding up all the amounts totals \$462 million; the fee waivers are \$52 million, which brings the amount to \$1/2 billion; there is a \$1/2 billion hole; that he does not have reason to believe the source documents are not true.

In response to School Board Member N. Tam's inquiry about conveyance, the Interim City Manager stated the redevelopment agency is the middleman; the agency would buy the land from the Navy and pass it onto the developer; documents between the City and the Navy require that the City receive the land; the redevelopment agency would pay the property seller [Navy] with money received from the property buyer [developer]; the Navy is interested in receiving \$108 million for the property.

The Redevelopment Manager stated there are no public pro formas; in March 2009, there was a very general presentation to the ARRA; the only numbers included were illustrative numbers of the fiscal analysis; actual numbers were not presented.

The Interim City Manager stated the City and developer would negotiate the purchase price; the City is negotiating the pro forma with SunCal, which includes the land sale price; the amount cannot be discussed because the City is in an Exclusive Negotiating Agreement (ENA) [with SunCal].

Mayor Johnson requested SunCal representatives to explain how the school would be paid for with the \$200 million cap.

Mr. Keliher stated the initiative is intended to be the framework for the Alameda Point development concept; all of the details and nuisances would be negotiated in the DDA and School Mitigation Agreements; school locations are very limited; the constraints are the environmental conditions and State lands restrictions; other locations are not State lands compatible; the current assumption is that [school mitigation] fees would be paid and that

the School District would be able to get matching funds; enrollment will be going up with the development and the School District should be able to get State matching funds; the business plan SunCal submitted did not show a lot of revenue or any revenue at all for the school sites; SunCal does not believe there is a shortfall; SunCal is very committed to having schools on site.

Mayor Johnson stated everyone is nervous about relying on receiving money from the State to build the schools after all the State takings from cities and schools.

Mr. Keliher questioned whether the assumption is that there will be no redevelopment funds; stated no one knows what the State will do.

Board Member Mooney inquired whether the Environmental Impact Report (EIR) or California Environmental Quality Act (CEQA) documents include schools.

The Planning Services Manager responded in the affirmative; stated pursuant to case law, payment of school mitigation fees is the mitigation if the jurisdiction has mitigation requirements.

Board Member Mooney inquired whether the District has school mitigation fees, the Planning Services Manager responded in the affirmative.

Board Member Mooney inquired how much are the fees, to which Mr. Keliher responded about \$25 million.

Board Member Mooney requested an explanation of the School Mitigation Agreement.

Amy Freilich, SunCal Senior Vice President, stated the Development Agreement (DA) only relates to the City and does not relate to or bind the redevelopment agency or School District; the redevelopment agency and School District are independent agencies under State law and have full authority to enter into any agreement; the redevelopment agency will not sell the land to SunCal unless the deal makes sense; the initiative is only part of the deal; everything has been done assuming that SunCal would negotiate with the redevelopment agency and the School District; SunCal is assuming it will enter into a School Mitigation Agreement and wants to figure out how to build the school in advance of when it would be required; the 2% cap goes away when the homeowner buys the land; the cap does not bind future homeowners, retail owners or commercial owners; the cap is in place for the term of the development; in order for SunCal to sell the development in the first round, the infrastructure development costs cannot exceed the 2%, which is the reasonable amount above which people will not expend dollars; the typical School Mitigation Agreement would address: 1) land being dedicated and provided to the School District; 2) infrastructure, which SunCal fully budgeted to provide to the School District; and 3) the \$25 million [in mitigation fees] that SunCal has estimated, which is less than the most recent school construction costs; SunCal's goal is to resolve the issues.

Board Member Jensen inquired whether the initiative provides any protection for the School District.

Ms. Freilich responded the initiative, which is a zoning document not a school document, does not address schools at all other than to say that a school will be built on site; stated the initiative says a school will be built on the site as part of the public benefits.

Board Member Jensen inquired where said issue is included in the initiative.

Ms. Freilich responded that she was mistaken; stated the initiative includes that a library will be built [as part of the public benefits], not a school.

Board Member Jensen inquired whether the initiative includes \$25 million for a school.

Ms. Freilich responded the \$25 million has nothing to do with the initiative; stated based on the School District's current fee structure, the State would require payment of \$25 million [in mitigation fees] if all of the development at the site takes place; the State has said the amount is the maximum that a developer can be required to pay as part of the CEQA mitigation and that payment is considered full mitigation; SunCal has indicated that it is willing to: 1) go over and above that [amount] with respect to contributions; 2) enter into a School Mitigation Agreement; and 3) provide infrastructure; the pro forma put in the land for free; SunCal is willing to talk about all of the issues with the School District, but has not had the conversation yet because it [the project] is not far enough along.

Board Member Jensen stated the School District would like to do so as well and has tried to do so over the past four or five months; inquired whether the \$25 million for schools would be part of the \$200 million cap, to which Ms. Freilich responded in the negative.

Board Member Jensen stated the public benefits list in Table 8.1 [Exhibit E, page 8-4] includes a school facility project.

Ms. Freilich stated the cap on the public benefits is only in Exhibit F; a school is not listed in the \$200 million cap.

Board Member Jensen inquired whether the amount [\$25 million] is an additional amount [above the \$200 million cap], to which Ms. Freilich responded in the affirmative; stated the amount is additional as is the TDM program that is laid out in the document.

Board Member Jensen stated the initiative states 14 out of the 21 projects would be funded either partially or entirely by a public assessment that would be a tax, fee or charge imposed only on property owners within the plan area; inquired whether the public assessments would be part of the 2% cap.

Ms. Freilich responded these [projects on list] are all in the pro forma and are well under the 2% cap even including the impact fees for the school.

Board Member Jensen stated the Department of Education requires: 1) that a proposed school site cannot be within 2000 feet of a significant disposal of hazardous waste; and 2) that the sites not be within an area of flood or dam flood inundation unless the cost of mitigating the flood or inundation is reasonable; global warming might impact the site near Encinal High School; inquired whether the site closer to the estuary would be subject to flooding.

Mr. Keliher responded the project assumes sea level rise; stated the site adjacent to Encinal High School is not in a flood plane; said site is one of the highest in the development; as for the environmental conditions, SunCal would not be able to develop on the land unless the land is cleaned, conveyed and approved by all regulators; the other site is 1,000 feet from the estuary; the site is in a flood plane in the current state; the site has to be mitigated, like other areas, if sea level rise is assumed; environmental problems have not been identified for the area, except for above ground problems that SunCal has to pay to mitigate.

Board Member Johnson inquired whether remediation costs are included in the \$25 million, to which Mr. Keliher responded the [school] mitigation fee is not used for clean up.

The Planning Services Manager stated under State law, there is not an environmental impact if the developer pays the school impact fee.

Board Member Mooney stated the State sets a maximum amount that school districts can charge for school mitigation fees; requested to get an answer back regarding whether the School District is at the maximum.

Mayor Johnson inquired whether the cost to [environmentally] mitigate the school site is included in the \$200 million cap, to which Mr. Keliher responded in the negative.

Board Member Jensen stated campaign literature says the developer will be required to build a new school; inquired whether the statement is true.

Mr. Keliher responded SunCal knows new schools need to be built.

Board Member Spencer inquired whether the initiative process has been used in the City of Alameda before to create a DA, to which the Interim City Manager responded the City Attorney indicated this type of initiative has not been used in the City before.

In response to Board Member Spencer's inquiry regarding fiscal neutrality, the Interim City Manager stated the language does not say the developer will guarantee fiscal neutrality; the normal process for cities that have had developer initiatives follows a different sequence; the development project, DA and DDA are negotiated, then, the matter goes to the ballot.



Board Member Spencer inquired whether Alameda has had any DAs that only include a good faith effort [at fiscal neutrality], to which the City Attorney responded in the negative; stated the provision would be inconsistent with the Council resolution that requires fiscal neutrality to be guaranteed.

Board Member Spencer inquired whether the City has had any DAs that include a dollar cap on public benefits, to which the Public Works Director responded the DAs he has seen do not.

The City Attorney stated said provision is not normally in a DA; said type of provision typically belongs in a DDA.

Board Member Spencer inquired whether Alameda has DAs that allow developers to sell obligations and rights without the City's consent, to which the City Attorney responded the City would not typically negotiate such a provision; stated that she does not know of any DA with a provision that loose.

Board Member Spencer requested staff to explain why the City does not allow sale without City consent.

The City Attorney stated the City needs to know the developer has the capacity to perform entitlements; the City goes through a lengthy negotiation process with the developer it chooses to get entitlements in place; cities want a say over the entity receiving entitlements to ensure the entity has the financial capacity to perform.

Board Member Spencer inquired who benefits from the developer being able to sell without the City's consent, to which the City Attorney responded the developer drafted the DA; stated the DA is not a negotiated Agreement and would look to provide developer friendly provisions; the provision is more developer friendly, than City friendly.

In response to Board Member Spencer's inquiry about citizens focusing on whether the language protects the City, the Interim City Manager stated said question is a policy issue to be decided by the City Council and School Board.

The Interim City Manager stated most DDAs include language restricting and controlling property transfer; the typical language usually says the developer can transfer with the City's approval, which may not be reasonably withheld; some DDAs even preclude the developer from selling for seven to ten years; SunCal is not a vertical developer; SunCal develops master plans and sells them to be constructed by different companies.

Mayor Johnson stated the developer's Internal Rate of Return (IRR) was discussed when the City went through the selection process; SunCal's requirement was 25%; inquired whether the IRR is still at 25%.

The Interim City Manager stated the ENA prohibits the contents of the pro forma from being

addressed.

Mayor Johnson stated the confidential nature of the ENA prohibits the Council from asking some questions it might want to ask; that she is wondering if SunCal has changed the IRR projection.

Mr. Keliher responded the documents that went into the business plan are the guidelines for the initiative; the IRR was 22% to 25%, which is always the goal in any similar project; Alameda Point has the advantage of being in a low risk market.

Councilmember Gilmore stated SunCal submitted the business plan in December; the City and SunCal also jointly developed a pro forma that went to the Navy.

Mr. Keliher stated it [pro forma development] was done at the same time [as the business plan submittal], which was December 19, 2008.

Councilmember Gilmore inquired whether the contents of the business plan helped inform the election reports.

The Interim City Manager responded staff tried to analyze the initiative based on its contents; looking at the document in isolation is difficult; the business plan was used as a frame of reference just to gage and validate the analysis of the initiative; staff was very careful not to include parts of the business plan that were not included in the initiative; the business plan was not superimposed because the business plan is not being voted on; the business plan was used to double check and ensure staff understood the initiative contents.

The Redevelopment Manager stated staff focused on the initiative contents; the business plan is still under negotiation; the ARRA has never taken action on the business plan; there is no agreement on the business plan or joint pro forma; staff saw the two documents [initiative and business plan] as being very separate and had to analyze only what is in the initiative because the initiative will be legally binding if the voters approve it.

Councilmember Gilmore stated the contingency is included in the soft costs; inquired the percentage of the contingency.

The Public Works Director responded different contingencies were included based on the level of analysis; stated contingencies are at 10%, 20% and even 25%; estimates were based on details; Harris and Associates, the firm which worked on the Bayport project, concurred that the estimates are reasonable and the contingency percentages are reasonable and some could even be higher; that he polled other Public Works Directors to confirm the estimates and contingencies are in line [with other projects].

Councilmember Gilmore inquired whether the density bonus would be available for any project built at Alameda Point, to which the Planning Service Manager responded in the affirmative; stated the State [density bonus] law trumps the cap in the initiative.

Councilmember Gilmore inquired whether Tax Increment (TI) financing has to be spent in redevelopment areas; and whether Alameda Point is the City's largest redevelopment area.

The Interim City Manager responded redevelopment agencies are formed to cure blight; stated the initiative determines how TI dollars will be used, which is usually negotiated in the DDA; there are other ways to use TI; the 80% stream could be leveraged for a tax allocation bond; the proceeds of the tax allocation bonds could be used for a variety of things within the project area; 20% of the TI can be used inside and outside of project areas as long as it is spent on affordable housing.

Councilmember Gilmore stated the TDM is not spelled out in the initiative; inquired whether there is anything preventing the City from requiring further TDM; stated that she is not clear whether or not the TDM is part of the public benefits cap.

The Public Works Director responded staff has concluded that the TDM is included in the public benefit cap based in the general definition of on site and off site traffic and transit improvements; stated the concern is that staff does not know what is needed to really mitigate traffic impacts; the TDM hits up against the \$200 million cap and the 2% tax cap for operation and maintenance; staff is concerned that the [\$200 million] cap might be exceeded when all public benefits are considered; the project also has to cover maintenance in order to meet the Council resolution requiring fiscal neutrality.

Mr. Keliher stated SunCal's opinion is that it [TDM] is not included in the cap; the project has to pay for it [TDM]; it [TDM] is part of the business plan and a number of different things; TDM is outlined in Section 5.6 of the Specific Plan; there are not a lot of details because that is what CEQA is for; a complete environmental review will be done; Council approved starting the CEQA documents several months ago; SunCal gave \$1/4 million towards the effort.

Councilmember Gilmore stated various mitigations will be discussed at the end of the CEQA process; inquired whether said mitigations are part of the \$200 million cap, to which Mr. Keliher responded in the negative.

The Public Works Director stated the public benefit lists on site and off site traffic and transit improvements; that he does not understand how TDM is not included in on site and off site traffic and transit improvements.

The Interim City Manager stated Mr. Keliher's definition of what is referenced in the Specific Plan is correct; the Public Works Director is also correct; there is an inconsistency; there is language in the initiative that specifically says the TDM will be assessed on the property; therefore, the TDM had to be included in the 2% cap.

Mr. Keliher stated there are going to be a lot of little gray areas and interpretations that have to be addressed in the DDA: the contingency is 45%: 25% for design level and

another additional 20% for the construction contingency aggregate to 45%, which is pretty high.

The Public Works Director stated the amounts depend on the level of detail; a reputable civil engineering firm checked the amounts.

Councilmember Gilmore inquired whether the transfer of rights applies only to vertical development.

Mr. Keliher responded SunCal has to create a pattern book or design guideline; stated the community needs to know what SunCal says will be built is what will be built once the land is sold off; the guidelines are overseen and approved by the Planning Board and City Council; the other piece is conveyance documents with the Navy; there are other steps; saying that there would not be City oversight is true to a certain extent; however, the City approves everything that will go on the particular parcels that are going to be sold; there are a lot of steps that SunCal has to go through to be able to sell the land; SunCal does not want to have to go through a City process to see if a company wants to buy 20 lots; they [the purchasing company] will have to go vertical in the way SunCal described it [the project].

Board Member N. Tam inquired what is the City's plan to obtain funding to buy the land from the Navy if the initiative fails.

The Interim City Manager responded the City and SunCal could come up with an alternative between now and July 2010 if the initiative fails; if not, the Navy will accept payment under a variety of scenarios; the City's negotiations with the Navy are to have continued clean up of the property first; the City would proceed with some solution and would not abdicate responsibility if the initiative fails and SunCal decides to check out; several past scenarios have not worked out; the City keeps following through with plans to develop the site; that she anticipates that the City will continue to do so.

Mayor Johnson requested the Interim City Manager and School Superintendent to outline the three largest risks; stated one risk for the School District would be if the initiative passes and the District cannot reach an agreement with the developer.

The School Superintendent stated the guarantee of [building] schools and figuring out generation rates are risks; one elementary school does not provide enough seats for 1,300 kids; going through the CEQA phasing is another big issue; currently, nothing is required and legally binding in writing.

The Interim City Manager stated everything is about money; the three biggest issues are money, money and money; there is a difference between what the initiative says and what it intends; what is says is being voted on; based on her past experience, her first analysis was that transit improvements alone would cost \$1/4 billion; the numbers ended up being \$227 million; the initiative language pertaining to money is an issue.

Board Member Spencer moved approval of continuing the School Board meeting past 10:30 p.m.

Board Member N. Tam seconded the motion, which carried by unanimous voice vote – 5.

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Mayor Johnson called a recess at 10:15 p.m. and reconvened the Special Joint meeting at 10:33 p.m.

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Proponents (In Favor of Measure B): Joe Mallon, Alameda; Susan Decker, Alameda; Sam Sause, Alameda; Christopher Seiwald, Alameda; Helen Sause, Alameda; Honora Murphy, Alameda; Barbara Kahn, Alameda; David Walsh, Bladium Sports; Joan Konrad, Alameda; Jon Spanger, Alameda; Doug Linney, Alameda; Michael Krueger, Alameda; and Doug Biggs, Alameda.

Opponents: (Not in Favor of Measure B): Dave Needle, Alameda; Rosemary McNally, Alameda; Irene Dieter; Ashley Jones, Alameda; Janet Davis, Alameda; Mary Fetherolf, Alameda; David Howard, Alameda; Gail deHaan, Alameda; Tony White, Alameda; Richard Bangert, Alameda; Jim Sweeney, Alameda; Former School Board Member Janet Gibson, Alameda; Jay Ingram; Carole Brandmeyer, Alameda; Corinne Lambden, Alameda; and Gretchen Lipow, Alameda.

#### ADJOURNMENT

There being no further business, Mayor Johnson adjourned the Joint Meeting at 11:38 p.m.

Respectfully submitted,

Lara Weisiger  
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.